

**JUSTICE OF THE PEACE COURT OF THE STATE OF DELAWARE
IN AND FOR NEW CASTLE COUNTY
COURT NO. 13**

STONEYBROOK PRESERVATION ASSOCIATES LLC	§	
Plaintiff Below,	§	
Appellee	§	
	§	
VS	§	C.A. No. JP13-22-004834
	§	
	§	
AHMAD MASHRIQI	§	
BIBI MASHRIQI	§	
SHAKIR MASHRIQI	§	
Defendant Below,		
Appellants		

TRIAL DE NOVO

Submitted: February 24, 2023

Decided: February 24, 2023

APPEARANCES:

Stoneybrook Preservation, appeared represented by attorney Jillian Pratt, Esquire
Ahmad Mashriqi, appeared represented by attorney Gilberte Pierre, Esquire
Bibi Mashriqi, appeared represented by attorney Gilberte Pierre, Esquire
Shakir Mashriqi, appeared represented by attorney Gilberte Pierre, Esquire

Sean McCormick, Deputy Chief Magistrate
Peter Burcat, Justice of the Peace
Amanda Moyer, Justice of the Peace

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6CF14A3J (3/1/19)

**JUSTICE OF THE PEACE COURT OF THE STATE OF DELAWARE
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COURT NO. 13**

CIVIL ACTION NO: JP13-22-004834

STONEYBROOK PRESERVATION VS AHMAD MASHRIQI ET AL

ORDER ON TRIAL DE NOVO

The Court has entered a judgment or order in the following form:

Procedural Background

Plaintiff/Appellee STONEYBROOK PRESERVATION ASSOCIATES, LLC, by and through its counsel of record, Jillian M. Pratt, Esquire, filed Civil Action No. JP13-22-004834 on April 26, 2022, in Justice of the Peace Court 13. Plaintiff/Appellee alleged Defendants/Appellants AHMAD MASHRIQI, BIBI MASHRIQI and SHAKIR MASHRIQI had provided fraudulent income information on a rental application/HUD Application that impacted Defendants/Appellants' approval for residing in Plaintiff/Appellee's rental community. Plaintiff/Appellee sought possession of the rental unit occupied by Defendants/Appellants. On June 30, 2022, the Court scheduled the matter for trial on July 27, 2022, in JP Court 13. On July 15, 2022, Gilberte Pierre, Esquire, entered her appearance on behalf of Defendants/Appellants and requested a continuance of the trial date. The continuance was Granted, and the trial was re-scheduled for October 7, 2022. On October 7, 2022 the Parties appeared with their respective counsel. The Court heard testimony from the Parties and received into evidence documents submitted to the Court by the Parties. On December 12, 2022, the Court entered judgment in favor of Plaintiff/Appellee and awarded possession of the rental property to Plaintiff/Appellee. On December 15, 2022, Ms. Pierre filed a Request for *Trial de Novo*. On December 15, 2022, the Request for *Trial de Novo* was approved. The *Trial de Novo* before a three-judge panel was scheduled for January 25, 2023. On January 25, 2023, a three-judge panel consisting of Deputy Chief Magistrate Sean McCormick, Justice of the Peace Amanda Moyer, and Justice of the Peace Peter Burcat convened for the *Trial de Novo*. Plaintiff/Appellee STONEYBROOK PRESERVATION ASSOCIATES, LLC appeared by and through Ms. Pratt via *Zoom*. Defendants/Appellants AHMAD MASHRIQI, BIBI MASHRIQI and SHAKIR MASHRIQI appeared by and through their counsel Ms. Pierre via *Zoom*. Defendants/Appellants had requested an interpreter be provided for the *Trial de Novo*, and two (2) interpreters likewise appeared via *Zoom*.

Facts

Prior to the swearing of witnesses, the Panel engaged in a colloquy with the Parties. The Parties stipulated to the facts and the documents submitted by both Parties for the trial below and the *Trial de Novo*. Defendants/Appellants stipulated information was missing from their application for rental assistance. On October 14, 2022, Ms. Pierre had filed with the Court a Brief seeking a dismissal of Plaintiff/Appellee's Complaint. On October 27, 2022, Ms. Pratt filed a Responsive Brief. Both Briefs were taken into consideration by the *Trial de Novo* Panel.

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Findings

It is undisputed Defendants/Appellants are tenants of Plaintiff/Appellee and have a Lease Agreement in place. It is further undisputed Defendants/Appellants received rental assistance from the U.S. Department of Housing and Urban Development ("HUD"). Defendants/Appellants were required to submit a HUD application setting forth their eligibility for rental assistance, including declaring income earned by Defendants/Appellants. It is undisputed Defendants/Appellants did not include all of their earned income. As the facts were stipulated to by the Parties, the Panel provided the respective counsel the opportunity to present legal arguments as to why the Complaint should or should not be dismissed. The issues before the Panel were:

1. Inaccurate reporting of income on the HUD Application;
2. Were Defendants/Appellants /Tenants afforded Due Process; and,
3. Was the 10-Day Notice properly and timely served

It was undisputed Defendants/Appellants had included misinformation on their HUD Application, specifically failing to include income earned while residing in New York. As to the Due Process issue raised by Defendants/Appellants, Ms. Pierre argued the 10-Day Notice sent to Defendants/Appellants did not comply with HUD requirements. Specifically, she stated the Notice was in English and English was not her clients first language. The Panel took Judicial Notice that an interpreter had been requested for the *Trial de Novo* and two (2) interpreters in fact were present for the *Trial de Novo*. Ms. Gilbert further argued the misreporting of income was not done knowingly and intentionally as the paperwork Defendants/Appellants had to submit to HUD was all in English. Ms. Gilbert concluded by arguing pursuant to Paragraph 23(e) of the Lease Agreement, her clients were not afforded a 10-Day period to meet with Plaintiff/Appellant/Landlord before the present action was commenced. Ms. Gilbert did not produce any testimony nor evidence that her clients did in fact request a hearing at any time, up to and including the date the underlying Complaint herein was served on Defendants/Appellants/Tenants. Ms. Pratt responded by stating Plaintiff/Appellant did everything they were required to do under the Lease Agreement and HUD regulations. She admitted the Notice was in English and was served in conformity with the *Landlord-Tenant Code* and HUD regulations. Ms. Pratt noted there was no 10-Day requirement in the HUD Guidelines, and her client acted in a fair and reasonable manner. Ms. Pratt pointed out to the Panel that Co-Defendant/Appellant Shakir Mashriqi spoke English without any apparent problem. Ms. Pratt stated at no point did Defendants/Appellants request any documentation in any language other than English. Ms. Pratt directed the Panel's attention to 24 C.F.R. § 30.10 (1996) for the definition of "Knowing or Knowingly." Specifically, this Section of the CFR states: "*Knowing or Knowingly*. Having actual knowledge of or acting with deliberate ignorance of or reckless disregard for the prohibitions under subpart B of this part or under 24 CFR part 4. For purposes of §§ 30.35 and 30.36, *knowing or knowingly* is defined at 12 U.S.C. 1735f-14(g)." Section 30.35 involves Mortgages and Lenders, which would not be applicable to the case herein. Section 30.36 involves FHA programs, which likewise would not be applicable herein. Ms. Pratt contended Mr. Shakir Mashriqi acted knowingly by not including on the HUD Application, income from two (2) separate employers, especially in light of the fact that he speaks English. Without evidencing the fact, Ms. Pratt concluded her argument by stating if Co-Defendant/Appellant Shakir Mashriqi had provided accurate information, the Defendants/Appellants would not have qualified for HUD rental assistance.

Ms. Pierre was provided the opportunity to rebut Ms. Pratt's arguments. Ms. Pierre stated English was not Mr. Shakir Mashriqi's primary language, a fact she stated he had shared with Plaintiff/Appellee. Ms. Gilbert noted Plaintiff/Appellee had a language access plan in place for tenants

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who were not proficient in the English language. It was noted by the Panel, Defendants/Appellants had not timely submitted any evidence of any such language access plan. In response, Ms. Pratt admitted Mr. Shakir Mashriqi did not speak "perfect English," however he was the primary contact person with Plaintiff/Appellee. Ms. Gilbert's final argument was Defendants/Appellants were denied their rights under 42 U.S.C. § 200d (1964) which reads: "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." There was no testimony nor evidence of any violation of Defendants/Appellants rights under Federal Civil Rights protections. Ms. Gilbert concluded by stating her clients moved into the rental property in January 2022, and currently remained in possession of the rental property. She went on to state, at the time they moved from New York to Delaware, Mr. Shakir Mashriqi no longer was employed by the New York employers and as such he did not believe he needed to include the former employer and former income on the HUD Application.

After considering the arguments presented by the Parties' respective counsel, the Panel finds by a preponderance of the evidence that:

1. Plaintiff/Appellee has established Defendants/Appellants knowingly did not include accurate income information on the HUD Application;
2. Defendants/Appellants' Due Process rights were not violated, nor were they discriminated against in violation of the Civil Rights Act. No testimony nor evidence was presented to show Defendants/Appellants requested documentation in any language other than English; and,
3. There was no testimony nor evidence presented to establish Defendants/Appellants requested a hearing within 10-Days of receiving any notice from Plaintiff/Appellee, nor did they request a hearing/meeting at any time through the date of receipt of the Complaint herein.

Order

Based upon all of the foregoing reasons, the Panel awards possession to Plaintiff/Appellee, and awards \$ 76.25 in Court Costs to Plaintiff/Appellee.

IT IS SO ORDERED 24th day of February, 2023

/s/ Sean McCormick

SEAN MCCORMICK

ON BEHALF OF THREE JUDGE



Information on post-judgment procedures for default judgment on Trial De Novo is found in the attached sheet entitled Justice of the Peace Courts Civil Post-Judgment Procedures Three Judge Panel (J.P. Civ. Form No. 14A3J).

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